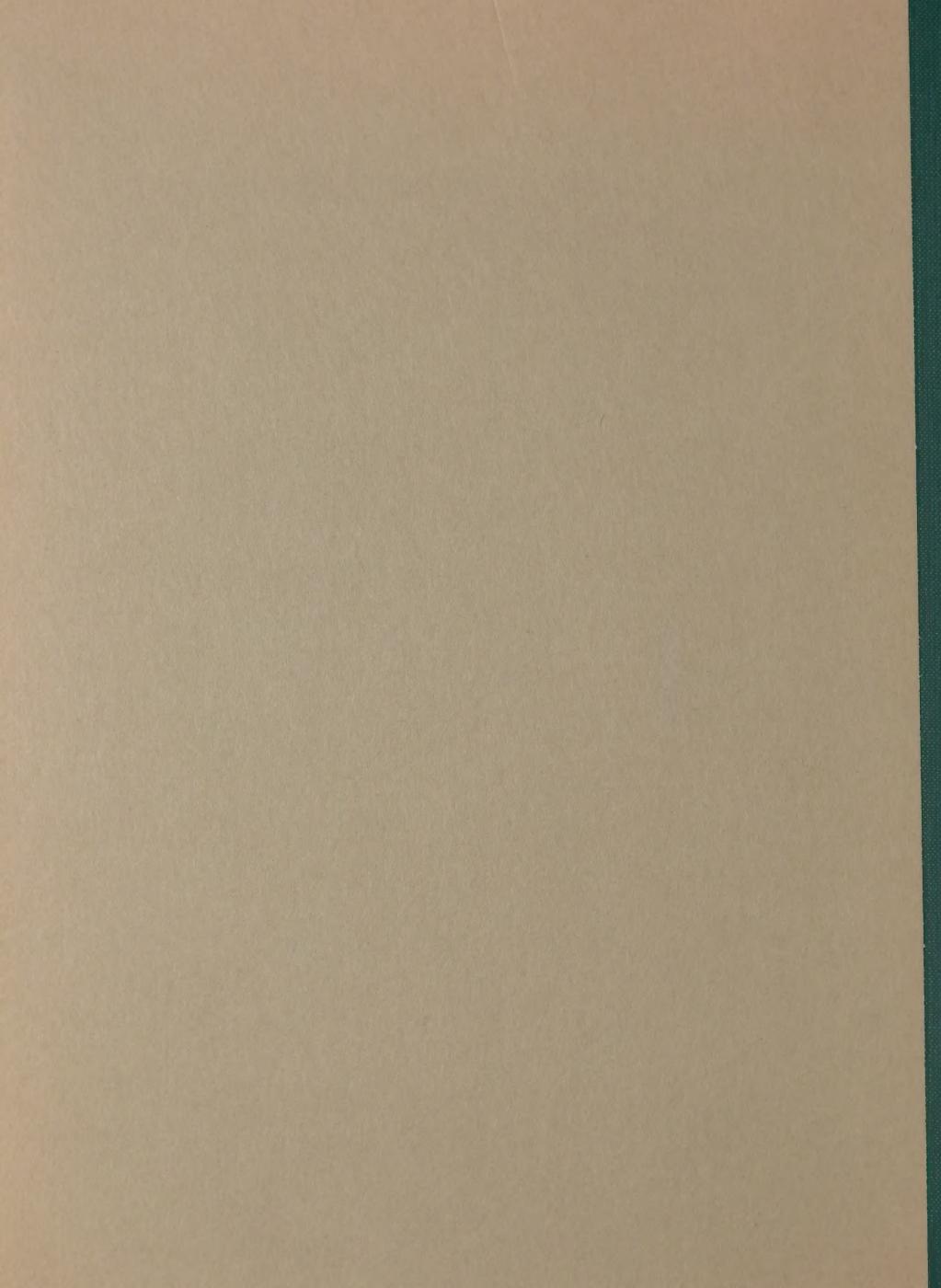


CAZON
MA51
60571

Ontario. Municipal affairs dept.
Community planning branch
[General publications]
[G-5] Subdivision agreement
of the Township of North York.
1960.





DEPARTMENT OF MUNICIPAL AFFAIRS

COMMUNITY PLANNING BRANCH

801 BAY STREET

TORONTO 5

TELEPHONE
EMPIRE 3-1211

GAZON
MASI
60571

YOUR REF _____

OUR REF _____

S U B D I V I S I O N A G R E E M E N T

o f t h e

T O W N S H I P O F N O R T H Y O R K



The attached subdivision agreement of the Township of North York is sent to you for purposes of information only. While this agreement may serve as a guide, it should be modified before use in each instance to conform with the requirements of the municipality and the specific conditions applicable to the subdivision.



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DATED _____ DAY OF _____ 19_____

TOWNSHIP OF NORTH YORK
SUBDIVISION AGREEMENT

BETWEEN

and

The Corporation of the
Township of North York

Registered Plan No. _____ Date of Registration _____

A P P R O V E D

By _____ Township Engineer

Date _____

By _____ Roads Superintendent

Date _____

By _____ Building Inspector

Date _____

By _____ M.O.H.

Date _____

By _____ Waterworks

Date _____

By _____ Parks Commissioner

Date _____

By _____ N.Y. Hydro Superintendent

Date _____

By _____ Solicitor

Date _____

By _____ Treasurer

Date _____

By _____ Planning Director

Date _____

By _____

Date _____

The Board of Education for the Township of North York has inspected the annexed subdivision agreement. The Board acknowledges that its requirements in respect of the proposed subdivision referred to in the annexed agreement have been complied with, save and except as to

DATED at North York this _____ day of _____
196 *.

Secy.-Treas. and Business Administrator
The Board of Education for the
Township of North York.

TOWNSHIP OF NORTH YORK

3

SUBDIVISION AGREEMENT

THIS AGREEMENT made in quintuplicate this _____ day of _____

A₆D₆ 196

BETWEEN :-

Hereinafter called the "Owner"

OF THE FIRST PART

- and -

THE CORPORATION OF THE
TOWNSHIP OF NORTH YORK,

hereinafter called the "Township"

OF THE SECOND PART

WHEREAS the lands affected by this agreement are:

AND WHEREAS the Owner purports to be the owner of the above described lands and has applied to the Minister of Municipal Affairs, hereinafter called the "Minister", for approval of a plan of subdivision, hereinafter referred to as the "Plan", of the said lands for the purpose of registering the same,

AND WHEREAS the Township has recommended to the Minister that the Owner shall be required to construct and install certain public services to serve such plan, to undertake to make such financial arrangements with the Township for the installation and construction of the said services and to make financial arrangements for the provision of such other services as are herein set forth, to grant certain lands to the Township for drainage purposes or other Municipal purposes, and to enter into certain supplementary agreements, all of which is hereinafter more particularly referred to, and to enter into this agreement with the Township before obtaining the approval of the said plan by the Minister.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of other good and valuable considerations and the sum of One Dollar (\$1.00) of lawful money of Canada, now paid by the Township to the Owner (the receipt whereof is hereby acknowledged) the Owner hereby covenants, promises and agrees with the Township as follows:-

1. PUBLIC SERVICES

A. General

SERVICING (i) On all streets and lanes laid out in the draft plan attached hereto as Schedule "A" and upon any roadways adjacent thereto and following final approval of the plan by the Minister of Municipal Affairs and registration of same, there shall be constructed and installed by the Owner the public services, which are listed with the estimated cost thereof in Schedule "D" hereto and shown on Schedule "A" to this Agreement.

SUPERVISION (ii) All of the said public services shall be installed strictly in accordance with Township specifications and all such installations will be made throughout under the supervision of the Township Engineer, or by an engineering firm approved by the Township Engineer, which engineering firm shall file in writing with the Township Engineer, an undertaking with respect to the work being done under its supervision, such undertaking to be in a form approved by the Township Solicitor. Any contractor employed by the Owner to install any such public services must be approved by the Township Engineer in writing prior to the contract being made.

INSTALLATION (iii) In the event that the Owner fails to install the herein-after mentioned services as and when required by the Township Engineer, or, having commenced to install the aforesaid services, fails or neglects to proceed with reasonable speed, or in the event that the aforesaid services are not being installed in the manner required by the Township Engineer, in addition to any other remedy the Township may have and upon the Township Engineer giving seven days written notice by prepaid registered mail to the Owner, the Township Engineer may, without further notice, enter upon the said lands and proceed to supply all materials and do all necessary works in connection with the installation of said services, including the repair or reconstruction of faulty work and the replacement of materials not in accordance with the specifications, and to charge the cost thereof, together with an engineering fee of 5% of the cost of such materials and works, to the Owner who shall forthwith pay the same upon demand by the Township. It is understood and agreed between parties hereto that such entry upon the lands shall be as agent for the Owner and shall not be deemed, for any purposes whatsoever, as an acceptance or assumption of the said services by the Township. The Township, in addition to all other remedies it may have, may refuse or may withdraw any building permits that have been granted either to the Owner or to any person and may refuse to issue further building permits until such services are completely installed in accordance with the requirements of the Township Engineer. It is agreed that a copy of this clause shall be delivered by the Owner to each and every builder obtaining a building permit for any lot or part of a lot on the said plan.

(iv) When, after the Owner has commenced development of the property described in Schedule "A" hereto but before the services have been assumed by the Township as provided herein, any of the services to be provided herein by the Owner do not function or do not function properly and in the opinion of the Township Engineer or his agent repairs are necessary to be made immediately to prevent damage or hardship to persons or property, the owner consents to the Township, its servants, employees or agents, entering upon the property described in Schedule "A" hereto and making whatever repairs may be deemed necessary and further covenants and agrees to reimburse the Township for any expense incurred in making the said repairs.

(v) The completed roads, curbs, waterworks system, storm and sanitary sewer systems, sidewalks, shall be guaranteed by the Owner for a period of thirteen (13) months from the date of assumption of the particular works. GUARANTEE

(vi) Upon the satisfactory completion of the said services and payment of all financial requirements herein, the Township Engineer shall issue to the Owner a certificate stating that the said services have been constructed and installed according to Township specifications, standards and requirements, and that all grades and levels have been established to the satisfaction of the Township Engineer that all the above services have been constructed or installed to Township specifications, that the roadways are in the required condition to be assumed and also a written report by the Finance Commissioner that all financial requirements have been met, and that all other Municipal Departments have been informed of these matters. CLEARANCE CERTIFICATE

(vii) Until such certificate is issued by the Township Engineer, the Owner on behalf of himself, his heirs, executors, administrators, assigns and successors in title, hereby covenants to indemnify and save harmless the said Township and The Municipality of Metropolitan Toronto from all actions, causes of actions, suits, claims and demands whatsoever which may arise either directly or indirectly by reason of the installation of any works required under this agreement. LIABILITY

(viii) Upon the said Certificate being issued, the ownership of the services shall vest in the Township, and the Owner shall have no claims or rights thereto, other than those accruing to him as an owner of land abutting on streets in which the services were installed. OWNERSHIP

(ix) It is understood that the approval of the Township to this proposed plan of subdivision is not deemed to give assurance that building permits, when applied for, will be issued on the lots as shown on the draft plan. BUILDING PERMITS

B. Roadways

Roads, concrete curbs and catch basins shall be constructed in the locations and to the widths and grades indicated on Schedules "A" and "E" and set out in Schedule "D" hereto, and such roads, curbs, catch basins and

connections shall be designed in accordance with the design data of the Engineering Department as revised from time to time and shall be constructed in accordance with the specifications of the Township.

The Owner shall, until the asphalt surface is constructed, maintain the gravel and stone base in a usable condition in the opinion of the Township Engineer for vehicular traffic and free from dust at all times, and until such time as the roads have been assumed by the Township, and shall repair any such roadway within 48 hours of receiving written notice or upon his consulting Engineer receiving written notice so to do from the Township Engineer, and where deemed necessary by the Township Supervisor of Works shall provide all necessary sanding and snowploughing.

The asphalt pavement shall not be placed until the gravel and stone base has been inspected and approved by the Township Engineer, and shall be placed, upon the Township Engineer giving thirty days written notice by prepaid mail to the Owner or his consulting Engineer requiring the said asphalt surface to be applied.

The Owner shall install all culverts, as required by the Township Engineer, in accordance with Schedule "A" attached hereto. Where roads are constructed with open ditches, the owner shall be responsible for the maintenance of all ditches and culverts until such time as the roads are, by virtue of the issuance of the Engineer's certificate, vested in the Township. "Section 1 A (iv)".

C. Watermains

(a) Twelve Inch Watermain

A twelve inch (12") watermain, or such other size as required by the Township Engineer, of centrifugal cast iron pipe, Class 250, shall be installed, together with such valves, valve chambers and hydrants as indicated on Schedule "A" hereto. The said pipe shall be laid to a depth to provide five feet six inches (5' 6") of earth cover to establish earth grade as indicated on Schedule "A" hereto.

(b) Six Inch Watermain

A six inch (6") watermain, or such other size watermains as required by the Township Engineer, of centrifugal cast iron pipe, Class 250, shall be installed with such valves, valve chambers and hydrants as indicated on Schedule "A" hereto. The said pipe is to be laid to a depth to provide five feet six inches (5'6") of earth cover to the established earth grade as indicated on Schedule "A" hereto.

It is the Owner's responsibility to raise or lower all valve boxes and hydrants to grade to the satisfaction of the Township Engineer, provided, however, that upon the Township receiving notice from the Fire Department of the Township that any hydrant upon the said lands is not in working condition, the Township shall have the right, without notice to the Owner, to put such hydrant in working condition and to charge the cost thereof to the Owner who shall forthwith pay the same upon demand.

Any such work shall be deemed to be done as the agent for the Owner and shall not be deemed, for any purpose whatsoever, as an acceptance or assumption of any service or services by the Township.

Prior to the installation of water services, the Owner agrees to pay to the Township a fee as determined by the Waterworks Department and shown on Schedule "D" hereto, for each lot sufficient to cover the cost of the water meter (s) and the water required for construction purposes. The Owner hereby agrees that he shall be responsible for the installation and maintenance of all service connections until such time as the watermain, sewer, roads and other services in the subdivision have become vested in the Township in the manner as hereinbefore provided.

D. Sanitary Sewers

A ten inch (10") local sanitary sewer, or such size as is required by the Township Engineer, of concrete, vitrified clay or "Transite" pipe shall be installed, together with such manholes as are indicated on Schedule "A" hereto, and shall include connection to an outlet.

E. Storm Sewers

A storm sewer of such size as set out in Schedule "D" to properly drain the lands on the said plan and to accommodate the requirements for drainage purposes from abutting lands and the run-off from the roofs of buildings erected in the proposed plan as indicated on Schedule "A" hereto, shall be installed.

Where, in the opinion of the Township Engineer, storm sewers or other drainage works require an outlet over, under or across lands not owned by the Owner, the Owner shall obtain either by deed or grant of easement the necessary outlet and convey the interest so obtained to the Township and the Township shall be protected or indemnified by the Owner from all claims or actions of any nature or kind whatsoever arising from the use of such lands until such time as the services installed therein become vested in the Township in the manner hereinbefore provided.

F. Service Connections

The portion of all water connections, sanitary and storm sewer connections installed on property which is or which shall become vested in the Township on registration of this plan of subdivision, shall be installed in accordance with the Township By-Law No. 456, as amended, under the direction of the Township Engineer by the Township employees or persons directly under Township supervision. Applications for such services shall be made to the Township Waterworks Accounting Department, and the cost of same shall be deposited in advance at the rates prevailing at the date of application.

Subject to the approval of the Controller of the Waterworks Accounting Department, sewer and water services for single family dwellings may be installed by the Owner, provided that such installations shall be made in accordance with the Township By-Law No. 456, as amended, and subject to the following terms and conditions.

1. All service connections shall conform to the following specifications:

(a) Water Service Connections.

(i) Materials.

Pipe	- Type "K" Soft Copper Tubing.
Main Stops	- Round way with standard Corporation Thread.
Curb Stops	- Round way Inverted Plug Copper to Copper.
Service)	- Extension Pattern No. 8
Boxes)	Length six feet (6').

(ii) All water services must be single and not exceeding five-eighths of an inch (5/8") internal diameter and shall be laid at least five feet (5') below the finished road grade.

(iii) Curb stops and Service Boxes must be placed on the Corporation road allowance at a point eleven feet (11') from the property line and not less than three feet (3') from any driveway.

(b) Sewer Service Connections.

(i) Materials.

(a) Sanitary Sewer Connections.

"Transite" Pipe	- Not less than 5" internal diameter
"No Corrode" Pipe	- Not less than 5" internal diameter

(b) Storm Sewer Connections.

Concrete Pipe	- Not less than 6" internal diameter
---------------	--------------------------------------

(ii) Two single family dwellings may be served by any of the above sewer services, provided that a "Y" is installed at the property line, and the service is laid in such a manner that the two outlets of the "Y" are located one on either side of the line dividing the two properties sharing the service.

(iii) All sewer services must be connected above the flow line of the main sewer and must be laid with a minimum fall from the property line to the main sewer of one-quarter of an inch ($\frac{1}{4}$ ") per lineal foot.

(iv) Subject to the approval of the Township Engineer, sewer and water services may be laid in a common trench, provided always that the water service is laid on solid bearings on a ledge at the side of the sewer trench and at a minimum depth of five feet (5') and a maximum depth of six feet (6') below the finished grade.

2. Services so installed shall be for single family dwellings only and all services to multiple family dwellings and for commercial or industrial properties must be installed by the Township.

3. For each water service installed by the Owner a fee of \$21.00 shall be paid to the Waterworks Accounting Department to cover the cost of a water meter and water for construction purposes, this payment to be made prior to the installation of the services, and shown on Schedule "D" hereto.

4. Service installations must be supervised by either the Township Engineering Department or by a firm of professional engineers acceptable to the Township and such firm of engineers shall be required to furnish to the Township an undertaking in writing setting forth in detail their understanding of the Township specifications and By-Laws.

5. The Contractor selected for the installation of services must be approved by the Township.

6. The Owner shall be responsible for the maintenance and repair of all service connections from the time of installation until such time as the watermains, sewers and other public services have been accepted and assumed by the Township.

7. No person or persons except the Township Engineer or those acting under his direction or authority shall open or close any valve, hydrant or gate in the street mains, or molest or interfere with same in any manner.

G. Sidewalks

A concrete sidewalk five feet (5') wide as indicated on Schedule "A" hereto shall be constructed to the specifications and grades of the Township Engineer. The concrete sidewalk is to be constructed after one full winter season of consolidation of sewer and water service trenches or upon the Township Engineer giving sixty (60) days written notice by prepaid mail to the Owner requiring the sidewalk to be constructed.

H. Street Lighting

Prior to execution of this Agreement by the Township the Owner shall pay in cash for the installation of all the necessary equipment including standards or poles, lamps, switches and other control mechanics required to provide street lighting according to the accepted standards of installation laid down by the Hydro Electric Commission of the Township of North York, as indicated on Schedule "D" hereto.

I. House Numbers

All street numbers for use within the new plan of subdivision shall be

allocated by the Township Waterworks Accounting Department. To obtain same the owner shall furnish to the said Department a copy of the subdivision plan as approved, upon which the said Department will designate the proper number or numbers for each lot. It shall be the responsibility of the Owner to furnish the subsequent purchaser of each lot with the correct street number.

3. Street Signs

(i) Temporary Signs

The Owner agrees to erect temporary street signs, consisting of a painted and legible sign on wood backing, fastened securely on a post seven feet (7') above ground level, on all street intersections in the subdivision as soon as construction of the buildings commences, and to maintain the same until such time as all grading of roads and boulevards has been completed to the satisfaction of the Township Engineer and the Township Traffic Co-ordinator, when permanent signs, as provided for by this Agreement, shall be erected by the Township.

(ii) Permanent Signs

Permanent street name signs shall be paid for in cash by the Owner in accordance with Schedule "D" of this Agreement, and shall be erected by the Township. The said signs shall consist of an aluminium extruded sign blank, faced on both sides with block lettered street names on reflectorized backgrounds.

(iii) Financial Arrangements

The sum of money set forth in Schedule "D" is the cost of the permanent street signs and shall be paid in cash by the Owner to the Township prior to the execution of this Agreement by the Township.

2. EXISTING AND FINAL GRADES AND CONTOURS

The Owner further agrees with the Township -

(a) That prior to the execution of this Agreement by the Township, he will submit plans and profiles to the Township showing the existing and final elevations, referring to a geodetic bench mark or an established Township of North York bench mark, of all the lands within the said plan. The aforesaid elevations shall be approved by the Township Engineer, Building Commissioner and Medical Officer of Health prior to the registration of the said plan.

(b) In addition to the final elevations as aforesaid, there shall be indicated thereon the final grades of all roads as approved by the Township Engineer.

(c) The existence of lands designated for drainage works shall also be indicated thereon.

3. SPOT LEVELS

In addition to submitting the final grades and contours, the Owner agrees that prior to the registration of the Plan, he will submit to the Township the following information concerning spot levels:

(a) A spot level figure at the middle of each lot on the Plan, at a location thirty feet (30') from the street line, indicating the true elevation of the natural ground at that point. This figure shall be indicated in a distinctive colour or special symbol notation. The elevation shall be secured by means of a survey party in the field and must not be calculated by interpolating between the contour lines.

(b) A calculated spot level figure at the same identical location as indicated in Section (a) above, to show the level to which the ground is to be altered. This calculated figure shall be indicated in a contrasting colour or symbol figure to the natural elevation figure referred to in Section (a) and said level shall be approved by the Township Engineer, Building Commissioner and Medical Officer of Health.

(c) In the case of large Blocks of land, the above levels required by Sections (a) and (b), shall be indicated at the centre of the location for each proposed apartment building, and at each corner of all proposed buildings for industrial or commercial use.

Where it is proposed to carry out grading operations by cutting off the hills and higher land and filling the ravines and depressions, the land shall be cut down to a finished elevation of not less than eighteen inches (18") higher than the elevation of the finished crown of the pavement opposite the said lot. Where a low area is to be filled, the earth is to be dumped and compacted to an elevation at least twelve inches (12") higher than the crown of the pavement opposite the centre of said lot for the whole of the lot area from the street line to a line at least ten feet (10') beyond the rear line of the existing or proposed buildings.

(d) The Owner covenants and agrees to enter into an agreement with the Township of North York, registrable on the title of the land, that all buildings erected on the said plan shall conform to the elevations and spot levels approved by the Township Engineer.

The said road grades and spot levels are indicated on Schedule "E" attached hereto.

4. CLEARANCE OF BUILDING LOTS

The Owner further agrees with the Township:

(a) That the lots and blocks in Section 4, Schedule "C" hereto and indicated on that attached draft plan of subdivision, Schedule "A" are unsuitable for building purposes because of their low-lying marshy or unstable character and that no application will be made for a building permit for the erection of any structure on the said lots or blocks until suitable drainage is provided and a written clearance is obtained from the Township Engineer and Medical Officer of Health.

(b) That on proposed plans of subdivision which are to be served temporarily by methods of sewage disposal other than a sanitary sewer, the approval of the Medical Officer of Health, or of such other Township Official as may from time to time be designated by Council, shall be obtained for installation of such method of sewage disposal on each lot

before a building permit is applied for.

(c) That buildings to be erected on the said lands covered by or included in the said plan of subdivision shall be erected to conform to building levels which will conform to the grades and elevations indicated on the plan required by this Agreement as Schedule "E" attached hereto.

(d) The Owner hereby COVENANTS and AGREES to enter into an agreement with the Township of North York registrable on the title of the land, that no building permits will be applied for or issued on any of the lots and blocks shown on Schedule "A" attached hereto until such time as water, sewage and drainage facilities and six inch (6") granular road foundation with curbs have been installed and such water, sewage and drainage facilities are operating in accordance with the conditions contained herein, in or upon the roadway in front of the lot, lots or blocks for which said building permit applies, and a letter of approval has been obtained from the Township Engineer.

(e) That there shall be no occupancy of any building erected or to be erected on the lands shown on Schedule "A" hereto and listed in Section 1 of Schedule "C" under the heading "Occupancy" except in compliance with said provisions.

(f) That any redivision of the blocks shown in Section 3, Schedule "C" under the heading "Subdivision Control", shall be approved by the Planning Board prior to the issuance of building permits.

5. LAND FOR MUNICIPAL PURPOSES

The Owner agrees to grant in fee simple free of charge and free of all encumbrances unto the Township the lands set forth in Schedule "B" hereto for municipal purposes other than roads and as indicated on the attached draft plan of development or cash in lieu of land as set out in Schedule "B" hereto.

The Owner further COVENANTS and AGREES to convey to the Township free of charge and free of all encumbrances such easements as are set out in Schedule "B" hereto for the installation and maintenance of sewers and watermains installed by the Owner under provisions of this agreement.

The Owner further COVENANTS and AGREES that he will not convey, or agree to convey, any lands as shown on Schedule "A" hereto in which the Township is being conveyed an interest by way of easement, right of way or agreement, under the terms of the agreement until such time as the Township has registered on title of the property through which an easement or right of way passes, the grant of easement or right of way.

The Owner further COVENANTS and AGREES to convey to the Township free of charge and free of all encumbrances the 1st reserves and walkways set out in Schedule "B" hereto.

The Owner further COVENANTS and AGREES that land conveyed to the Township

under Schedule "B" of this agreement for municipal purposes will not be used for the depositing of debris obtained from the development of the Owner's land herein developed, and the Owner further COVENANTS and AGREES to restrain all others from depositing junk, debris or refuse on the lands conveyed to the Township under Schedule "B" of this agreement and further COVENANTS and AGREES to remove any such junk, debris or refuse so deposited immediately when so directed by the Township and at his own expense.

6. HYDRO-ELECTRIC INSTALLATIONS

The Owner agrees to sell and grant the lands described in Schedule "B" hereto and indicated on Schedule "A" to the Hydro-Electric Commission of the Township of North York for Hydro use. The deeds for the aforesaid lands are to be approved by the Solicitor for the Hydro-Electric Commission of the Township of North York and deposited with the Secretary of the Planning Board by the Owner before execution of this Agreement by Council with the registered plan number left blank in the description of the deeds, such blanks to be filled in by the Township Clerk when the said plan is registered and a plan number assigned.

7. DRAINAGE WORKS

(a) The Owner agrees to grant to the Township free of charge, and free of all encumbrances other than the vested title of the Owner, easements across the lands herein described or other lands to provide for any drainage work that may be required to furnish an outlet for storm water or natural watercourses across the said property. The said Easements are described in Schedule "B" hereto, as specified by the Township Engineer and indicated on Schedule "A" hereto. The conveyance of such easements is to be in a form approved by the Township Solicitor.

The Owner agrees that if the said drainage works as set out in Schedule "D" hereto and indicated on Schedule "A" result in drainage through other lands, all such work shall be carried out by means of a storm drain and appurtenances of sufficient size for the drainage requirements of the area. The design is to be based on the run-off to be expected from the area when completely built up with buildings, pavements, sidewalks and parking areas, and such design shall be approved by the Township Engineer.

The Owner further agrees to indicate on Schedule "A" hereto, any existing tile drainage system and all filled land.

(b) The Owner hereby covenants and agrees that all roof drainage of any building erected on the lands shown on Schedule "A" attached hereto shall be carried to a storm sewer and that there shall be no occupancy of dwelling prior to this connection being made. This clause to be contained in a supplementary agreement to be registered on the title of all lands as shown on Schedule "A" attached hereto.

The installation of such drainage system on private property shall be under the direction and subject to the approval of the North York Township Building Commissioner.

(c) Such grading and/or drainage works as may be necessary are to be carried out to prevent or eliminate the ponding of surface water or other conditions which may, in the opinion of the Medical Officer of Health, be favourable to the breeding of mosquitoes. This work shall be done before the month of June each year of within fifteen (15) days of the registration of the plan, whichever date is later. No work shall be required from October to May.

(d) That if, as the subdivision develops, further drainage works, either upon the lands shown on the said draft plan or beyond the boundaries thereof, should be necessary, as to which the Township shall be the sole judge, the Owner agrees to provide the same forthwith as required by the Township Engineer, upon receipt of written notice, provided however, that at such time as the services on the plan have been assumed and become vested in the Township this requirement shall be null and void.

8. PAYMENT OF TAXES

(a) The Owner agrees to pay all arrears of taxes outstanding against the property herein described before execution of this Agreement by the Township.

(b) The Owner further undertakes and agrees to pay all taxes levied, or to be levied, on the said lands on the basis and in accord with assessment and collector's roll entries until such time as the lands herein being subdivided have been assessed and entered on the collector's roll according to the registered plan.

9. COMMUTATION OF LOCAL IMPROVEMENTS

(a) The Owner agrees to commute and pay all charges with respect to existing local improvements assessed against the property on the said plan of subdivision which will become non-assessable when the said plan is approved. Such payments are to be made by the Owner before the new plan is approved.

(b) The Owner agrees to commute and pay the Township's share of any local improvements at present serving this property and assessed against it, which will become non-assessable on the registration of this plan, before the plan is approved, such payments being listed in Schedule "D" hereto.

10. FINANCIAL ARRANGEMENTS

The Owner undertakes and agrees to the following financial arrangements with respect to the items set forth in Schedule "D" hereto:-

(a) To pay in cash on the execution of this Agreement the sums required for

the installation of street lights, street signs, water meter and building water fees, in addition to depositing an Engineering fee of two per cent (2%) of the estimated constructed value of all services required in the subdivision.

(b) To pay on the execution of this agreement twenty-five per cent (25%) of the sum required for Metropolitan Toronto and North York Sewage Works Charges and to file a financial guarantee bond in a form approved by the Township covering the balance of the sum required which is to be paid in equal quarter-yearly installments, with the final payment falling due one year from the date of the execution of this Agreement by the Township, and listed on Schedule "D" hereto.

(c) The Owner agrees to file with the Township a bond or other financial guarantee in the principal sum required by the Township to construct and install the services as detailed in Schedule "D" save and except those items referred to in (a) hereof, and to pay such fees as are required by the Township before obtaining the approval of the said plan by the Minister. The aforesaid bond shall be in a form approved by the Township, and the Owner COVENANTS and AGREES that the said bond shall be kept in full force and effect and that he will pay all premiums as the same come due until such time as the Township accepts the said services as hereinbefore provided, at which time the said bond shall be returned to the Owner.

11. NOTIFICATION

If any notice is required to be given by the Township to the Owner with respect to this Agreement, such notice shall be mailed or delivered to:

or such other address as the Owner has notified the Township Clerk in writing, and any such notice mailed or delivered shall be deemed good and sufficient notice under the terms of this agreement.

12. NOTIFICATION OF SERVICES

The Owner agrees to notify, or cause to be notified, each and every purchaser of land within the said subdivision of all the services provided for such purchaser and the cost of the same where said purchaser pays any share thereof, and cause such information to be fully recorded in any offer or agreement to purchase the said land entered into by any such purchaser.

13. REGISTRATION OF SUBDIVISION AGREEMENT

The Owner hereby agrees that this Agreement and the Schedules hereto or any part or parts thereof may be registered upon the title of the land within the said plan of subdivision. Such registration shall be at the instance of the Township and at its sole discretion, provided however, that the Owner shall in addition enter into a supplementary agreement with

the Township which shall in every case be registered against the title of the lands shown in Schedule "A" and which said supplementary agreement shall contain clauses 1a(iii), 3d, 4a, 4b, c, d, e and f, 7b, 12, Schedule "C" and:

14. Notwithstanding any other requirements of this Agreement, the Owner agrees:

- (a) That the lands shown on Schedule "A" attached to this Agreement and the new registered plan are governed by the provisions of North York Zoning By-Law 7625 as amended, and are zoned under this By-Law as set out in Schedule "C" hereto.
- (b) That all streets abutting on the lands to be included in the new registered plan and to be used for access during the construction of the houses or other buildings on the new plan shall be kept in good and useable condition during the said construction and, if damaged, will be restored immediately and all trucks making delivery to or taking materials from the lands in the said new plan shall be adequately covered and not unreasonably loaded so as to scatter refuse, rubbish or debris on the said streets abutting.
- (c) That all topsoil removed from the lands, shown on Schedule "A" attached hereto, shall be stockpiled during grading operations and as each building is completed the topsoil so stockpiled shall be placed around the grounds of each building to the same depth as existed prior to removal and shall include all surfaces not covered by buildings, driveways or pavements.
- (d) That unless otherwise stated fire resistant construction shall prevail for the dwellings to be erected on the lands covered by this Agreement.

IT IS DECLARED and AGREED that this Agreement and the covenants, provisions, conditions and schedules herein contained shall enure to the benefit of and be binding upon the respective heirs, executors, administrators, successors or assigns of each of the parties hereto.

"Owner" where used in this Agreement, and in addition to its accepted meaning, shall mean and include an individual, an association, a partnership, or an incorporated company, and wherever the singular is used herein it shall be construed as including the plural.

IN WITNESS WHEREOF the Corporate Seal of the Owner is hereunto affixed under the hands of its proper officers in that behalf.

IN WITNESS WHEREOF the Owner has hereunto set his hand and seal.

AND IN WITNESS WHEREOF the Township has hereunto affixed its Corporate Seal under the hands of its proper officers in that behalf.

SIGNED, SEALED AND DELIVERED

in the presence of

Approved and authorized by
By-Law Number _____
enacted the _____ day of
____ A.D. 195____

THE CORPORATION OF THE TOWNSHIP
OF NORTH YORK

Reeve

Clerk

LANDS FOR MUNICIPAL PURPOSES

1. 5% Lands

(a) The 5% lands referred to in Section 5 of this agreement are:

(b) The Cash payment in lieu of the 5% lands referred to in this agreement is in the amount of

2. EASEMENTS

The easement referred to in Section 5 of this agreement are:

3. 1' RESERVES

The 1' reserves referred to in Section 5 of this agreement are:

4. LANDS FOR HYDRO PURPOSES

The lands referred to in Section 6 of this agreement are:

All as shown on Schedule "A" attached hereto.

SCHEDULE "C"

1. OCCUPANCY

Subject to Section 7(b) of this Agreement there shall be no occupancy of any building erected, or to be erected, on the lands shown on Schedule "A" hereto, prior to

2. SUBDIVISION CONTROL

Any redivision as contemplated by Section 26 of the Planning Act 1955, of the lands hereinafter listed shall be approved by the North York Planning Board prior to the issuance of building permits and further that the said land shall be included in the "Area of Subdivision Control By-Law".

The lands affected by this restriction are:

3. LAND UNSUITABLE FOR BUILDING

No building shall be permitted, except in accordance with Section 4(a) on the following lands:-

4. ZONING

The zoning restrictions for all lands within the boundaries of this plan are as follows:-

SCHEDULE "D"

SCHEDULE "F"

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the Township of North York, in the County of York and being composed of all of a plan filed in the Office of Land Titles at Toronto as Number

SCHEDULE "F"

ALL AND SINGULAR that certain parcel or tract of land and premises situate,
lying and being in the Township of North York, in the County of York and being
composed of all of a plan registered in the Registry Office for the Registry
Division of the East and West Riding of the County of York as Number

AFFIDAVIT OF EXECUTION

DOMINION OF CANADA) I,
PROVINCE OF ONTARIO))
COUNTY OF YORK) MAKE OATH AND SAY
)

of the
, in the County of York,

TO WIT:

1. That I am well acquainted with _____ named in the within document and saw him sign the said document; and the signature purporting to be his signature at the foot of the said document is in his handwriting.
2. That the said _____ is of the age of twenty-one years or over, of sound mind, and signed the said document voluntarily at _____ in the County of York, in the Province of Ontario.
3. That the said _____ is, I verily believe, the owner of the land mentioned within.
4. I am a subscribing witness to the said document.

SWORN before me at the Township
of North York in the County of York,
this _____ day of

A.D.

(A Commissioner, etc.)

ALTERNATIVES

6. HYDRO-ELECTRIC INSTALLATIONS

The Owner agrees to sell and grant the lands described in Schedule "B" hereto and indicated on Schedule "A" to the Hydro-Electric Commission of the Township of North York for Hydro use. The deeds for the aforesaid lands are to be approved by the Solicitor for the Hydro-Electric Commission of the Township of North York and deposited with the Secretary of the Planning Board by the Owner before execution of this Agreement by Council with the registered plan number left blank in the description of the deeds, such blanks to be filled in by the Township Clerk when the said plan is registered and a plan number assigned.

7. DRAINAGE WORKS

(a) The Owner agrees to grant to the Township free of charge and free of all encumbrances other than the vested titled of the Owner, easements across the lands herein described or other lands to provide for any drainage work that may be required to furnish an outlet for storm water or natural watercourses across the said property. The said Easements are described in Schedule "B" hereto, as specified by the Township Engineer and indicated on Schedule "A" hereto. The conveyance of such easements is to be in a form approved by the Township Solicitor.

The Owner agrees that if the said drainage works as set out in Schedule "D" hereto, and indicated on Schedule "A" result in drainage through other lands, all such work shall be carried out by means of a storm drain and appurtenances of sufficient size for the drainage requirements of the area. The design is to be based on the run-off to be expected from the area when completely built up with buildings, pavements, sidewalks and parking areas, and such design shall be approved by the Township Engineer.

The Owner further agrees to indicate on Schedule "A" hereto, any existing tile drainage system and all filled land.

(b) The Owner hereby covenants and agrees that all roof drainage of any building erected on the lands shown on Schedule "A" attached hereto, shall be carried to a storm sewer and that there shall be no occupancy of dwelling prior to this connection being made where storm sewers are available. This clause to be contained in a supplementary agreement to be registered on the title of all lands as shown on Schedule "A" attached hereto.

Where storm sewers are not available, the roof drainage system shall be constructed in such a manner as to permit connection of the said system to a storm sewer when such storm sewer is available.

The installation of such drainage system on private property shall be under the direction and subject to the approval of the North York Township Building Commissioner.

(c) Such grading and/or drainage works as may be necessary are to be carried out to prevent or eliminate the ponding of surface water or other conditions which may, in the opinion of the Medical Officer of Health, be favourable to the breeding of mosquitoes.

14. Notwithstanding any other requirements of this Agreement, the Owner agrees:

(a) That the lands in question, covered by this Agreement and the new registered plan are covered by North York Zoning By-Law 7625 as amended, and are zoned under this By-law as set out in Schedule "C" hereto.

(b) That all streets abutting on the lands to be covered by the new registered plan and to be used for access during the construction of the houses or other buildings on the new plan shall be kept in good and usable condition during the said construction and, if damaged, will be restored immediately and all trucks making delivery to or taking materials from the lands in the said new plan shall be adequately covered and not unreasonably loaded so as to scatter refuse, rubbish or debris on the said streets abutting.

(c) That all topsoil removed from the lands, shown on Schedule "A" attached hereto, shall be stockpiled during grading operations and as each building is completed the topsoil so stockpiled shall be placed around the grounds of each building to the same depth as existed prior to removal and shall include all surfaces not covered by buildings, driveways or pavements.

(d) That unless otherwise stated fire resistant construction shall prevail for the dwellings to be erected on the lands covered by this Agreement.

15. SEPTIC TANKS

The Owner further covenants and agrees that:

(a) Where, in the opinion of the Township Engineer, a sanitary sewer outlet will not be available within a period of five (5) years the Owner shall install permanent concrete septic tanks.

(b) A minimum of weeping bed area of three thousand square feet shall be provided to service each dwelling calculated fifteen feet (15') away from the house wall.

(c) There shall be absolutely no grading, cutting, filling or top soil removal of any area required by paragraph (b) above.

(d) The Owner shall enter into an agreement, on the standard Township form, covering all the lots shown on Schedule "A" attached hereto, which agreement shall be registered by the Township and the registration costs charged to the Owner.

ALTERNATIVES

SCHEDULE "B"

LANDS FOR MUNICIPAL PURPOSES

1. 5% Lands

(a) the 5% lands referred to in Section 5 of this agreement are:

(b) The Cash payment in lieu of the 5% lands referred to in this agreement is in the amount of

(c) The Cash payment in addition to the lands taken under 1(a) above to fulfill the 5% Land Requirement is in the amount of \$

2. EASEMENTS

The easements referred to in Section 5 of this agreement are:

3. 1' RESERVES

The 1' reserves referred to in Section 5 of this agreement are:

4. LANDS FOR HYDRO PURPOSES

The lands referred to in Section 6 of this agreement are:

All as shown on Schedule "A" attached hereto.

1. OCCUPANCY

Subject to Section 7(b) of this Agreement there shall be no occupancy of any building erected, or to be erected, on the lands shown on Schedule "A" hereto, prior to

2. BUILDING PERMITS

There shall be no building permits applied for or issued on any of the lands shown on Schedule "A" hereto,

3. SUBDIVISION CONTROL

Any redivision as contemplated by Section 26 of the Planning Act, 1955, of the lands hereinafter listed shall be approved by the North York Planning Board prior to the issuance of building permits and further that the said land shall be included in the "Area of Subdivision Control By-Law".

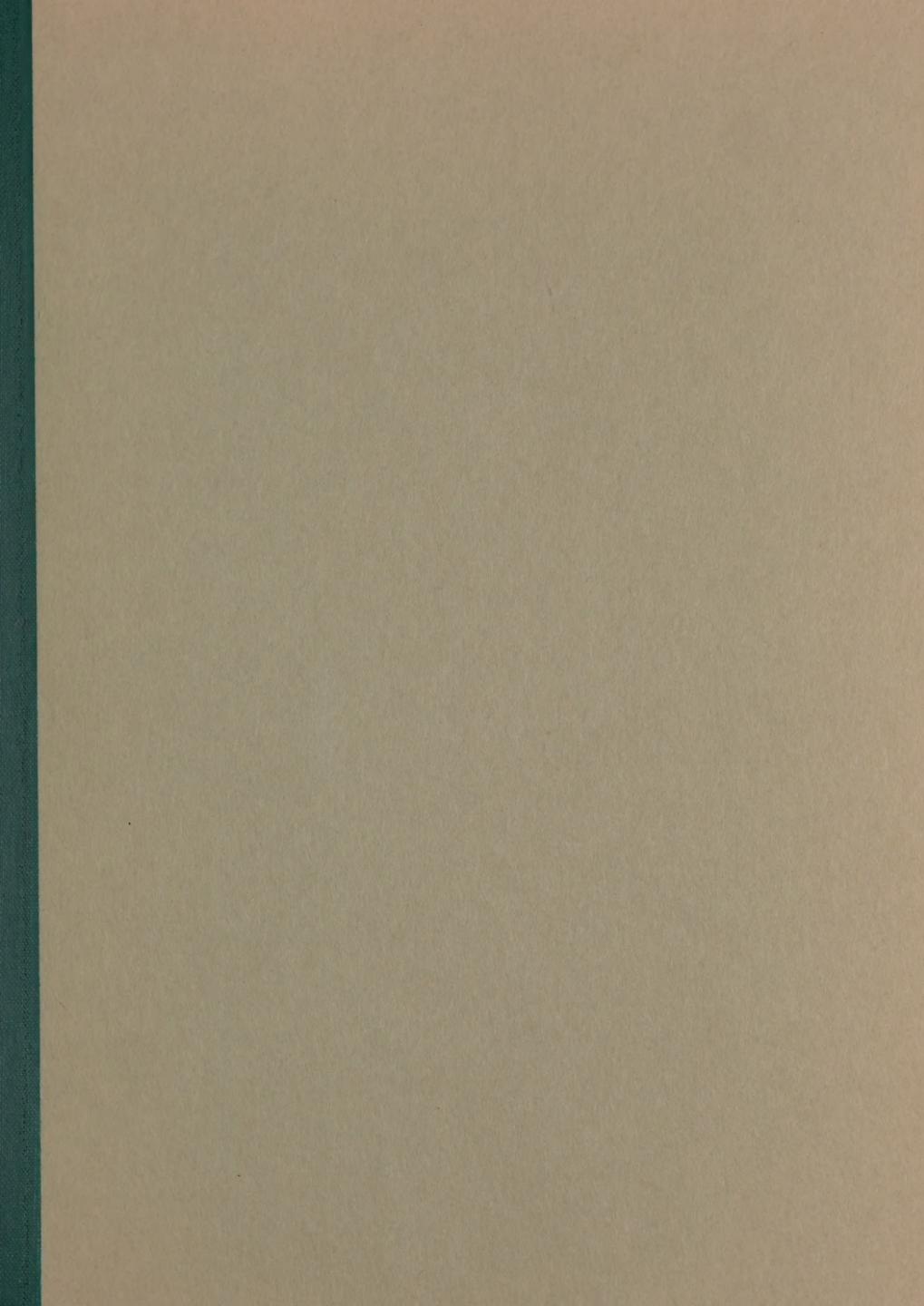
The lands affected by this restriction are:

4. LAND UNSUITABLE FOR BUILDING

No building shall be permitted, except in accordance with Section 4(a) on the following lands:-

5. ZONING

The zoning restrictions for all lands within the boundaries of this plan are as follows:-





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